



Dated: January 9, 2024

/s/ Adam D. Fuller

Justin M. Alaburda (#0082139)

Victoria L. Ferrise (#0085012)

Adam D. Fuller (#0076431)

BRENNAN, MANNA & DIAMOND, LLC

75 East Market Street

Akron, OH 44308

Ph: (330) 253-5060 / Fax: (330) 253-1977

jmalaburda@bmdllc.com

vlferrise@bmdllc.com

adfuller@bmdllc.com

Marlon A. Primes (#0043982)

Abigail E. Peabody (#0099804)

BRENNAN, MANNA & DIAMOND, LLC

200 Public Square

Huntington Building, Suite 3270

Cleveland, OH 44114

Ph: (216) 658-2155 / Fax: (216) 658-2156

maprimes@bmdllc.com

aepeabody@bmdllc.com

*Special Counsel for Plaintiff Eastern Gateway
Community College*

**SCHEDULE A
DEFINITIONS**

A. The term “Complaint” shall mean the complaint filed by SRC in the above-captioned action on June 30, 2022 (ECF No. 1).

B. The term “Answer” shall mean the answer filed by Defendant EGCC in the above-captioned action on September 12, 2022 (ECF No. 24).

C. The term “Counterclaims” shall mean the counterclaims filed by Defendant EGCC in the above-captioned action on September 12, 2022 (ECF No. 24).

D. The term “Amended Counterclaims” shall mean the counterclaims filed by Defendant EGCC in the above-captioned action on October 23, 2023 (ECF No. 67).

E. The term “Amended Complaint” shall mean the amended complaint filed by SRC in the above-captioned action on October 10, 2022 (ECF No. 28).

F. The term “Second Amended Complaint” shall mean the Second Amended Complaint filed by SRC in the above-captioned action on October 9, 2023 (ECF No. 66).

G. The term “Pleadings” shall refer to the Complaint, Answer, Counterclaims, Amended Counterclaims, Amended Complaint, and Second Amended Complaint in their entirety.

H. The term “Defendant” or “EGCC” shall mean Eastern Gateway Community College and its respective past or present members, employees, agents, officers, directors, trustees, and all persons who acted or purported to act on behalf of EGCC.

I. The term “Plaintiff” or “SRC” shall mean Student Resource Center, LLC and includes, all predecessors, successors or assigns, and its respective past or present members, employees, agents, officers, directors, trustees, and all persons who acted or purported to act on behalf of SRC.

J. The term “Collaboration Agreement” shall mean the agreement dated June 30, 2017, as amended on or around October 2019 and February 1, 2021 between SRC and EGCC, which was filed as Exhibit A to the Complaint.

K. The term “Free College Benefit Program” shall have the same meaning hearing as the term “Free College Program” within EGCC’s discovery requests to SRC.

L. The term “Notice” shall mean the letter from EGCC to SRC dated May 10, 2022, which was filed as Exhibit B to the Complaint.

M. The term “Notice of Material Breach” shall mean the letter from SRC to EGCC dated October 27, 2022, which was filed as Exhibit C to the Amended Counterclaims.

TOPICS

1. The formation and execution of the Collaboration Agreement and the amendments thereto.
2. SRC's and EGCC's respective performance under the Collaboration Agreement and the terms thereof.
3. SRC's participation in the Free College Benefit Program.
4. SRC's contact, communications, or correspondence with EGCC regarding the Collaboration Agreement.
5. The Collaboration Agreement's Operating Committee (as that term is described in Section 2.6 of the Collaboration Agreement), SRC's Operating Committee's representatives and their credentials, the Operating Committee meetings, their frequency, attendance thereto, and cancellation thereof.
6. The Collaboration Agreement's Annual Budget Approval Process as described in Section 7.2 of the Collaboration Agreement.
7. SRC's compliance with the non-competition provisions of the Collaboration Agreement.
8. SRC's financial status and records reflecting its financial status for 2021, 2022 and 2023.
9. SRC's rebranding as Edvance.
10. SRC's requests to EGCC for operating expense reimbursements, including but not limited to those submitted on or about September 6, 2022, September 28, 2022, October 14, 2022, October 27, 2022, November 18, 2022, November 22, 2022, December 6, 2022, December 20, 202, January 3, 2023, January 18, 2023, February 2, 2023, February 14, 2023, February 28, 2023, March 14, 2023, March 28, 2023, April 11, 2023, April 27, 2023, and May 17, 2023, and the factual basis, records, calculations, and information SRC relied on in claiming these operating expense reimbursements.
11. SRC's requests to EGCC for profit sharing payments for Fiscal Years 2022 and 2023, and the factual basis, records, calculations, and information SRC relied on in claiming these profit-sharing payments.
12. SRC's demand for expectation damages in this lawsuit and the factual basis, records, calculations, and information SRC relied on in claiming these damages.
13. SRC's demand for any other damages in this lawsuit and the factual basis, records, calculations, and information SRC relied on in claiming these damages.
14. From January 1, 2022 to the time of the deposition, SRC's contact,

communications, or correspondence internally regarding the Collaboration Agreement, the Free College Benefit Program, the Higher Learning Commission's decision to place EGCC on probation, and the U.S. Department of Education's cease and desist letter dated July 18, 2022.

15. SRC's contact, communications, or correspondence with EGCC, internally or with any third party regarding the Notice.
16. SRC's contact, communications, or correspondence with EGCC, internally or with any third party regarding Exhibit B to the Amended Counterclaims.
17. EGCC's request to resume performance under the Collaboration Agreement in October 2022 and SRC's Notice of Material Breach.
18. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with any higher education institution other than EGCC regarding the development and/or marketing of online courses and programs for unions and other professional associations.
19. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with any professional union supported by the Collaboration Agreement about the Free College Benefit program at EGCC.
20. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with any professional union supported by the Collaboration Agreement about being supported by a higher education institution other than EGCC.
21. EGCC's profit sharing and operating expense payments paid to SRC under the Collaboration Agreement pursuant to Exhibit B of the Collaboration Agreement, including the calculations of those amounts paid or owed, the documents or information used to support such calculations, and EGCC's correspondence, internal or external, concerning such amounts paid.
22. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with the U.S. Department of Education regarding EGCC, the Collaboration Agreement and/or the Free College Benefit Program.
23. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with the Higher Learning Commission regarding EGCC, the Collaboration Agreement and/or the Free College Benefit Program.
24. From May 10, 2022 to the time of deposition, SRC's contact, communications, or correspondence with any agency of the State of Ohio regarding EGCC, the Collaboration Agreement and/or the Free College Benefit Program.

25. The factual allegations contained within the Amended Complaint ¶ 1-120 and 159-168.
26. The factual allegations contained within the Second Amended Complaint at ¶¶ 3-16, 19, 25-133, 138-139, 144, 147-149, 155-160, 164-171, 174-181, 184 and 186.
27. The factual allegations contained within the Amended Counterclaims at ¶¶ 16-22, 37, 41-44 and 47.
28. The factual basis for all affirmative defenses SRC asserts or may assert in this litigation once pleadings are closed, such as impossibility of performance, including all documents or information which SRC claims support its affirmative defenses.
29. SRC's responses to EGCC's discovery requests in this lawsuit and the documents produced by SRC in response to those requests, including SRC's process for gathering documents in response to those requests.
30. Factual information contained in the emails identified on SRC's privilege log.
31. SRC's business relationship(s) with Union Plus, Employee Benefit Systems, Inc. and/or any professional union supported by the Collaboration Agreement.

CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2024, a copy of forgoing was served via electronic mail to the following counsel of record:

C. David Paragas
Robert C. Folland
David M. DeVillers
Michelle M. Nicholson
Jeff A. Bartolozzi
BARNES & THORNBURG LLP
41 S. High Street, Ste. 3300
Columbus, Ohio 43215-6104

Attorneys for Plaintiff Student Resource Center, LLC

/s/ Adam D. Fuller
Adam D. Fuller